

REQUEST FOR PROPOSALS

CITY OF NORTHAMPTON JAMES HOUSE INTERIOR RENOVATIONS PUBLIC NOTICE

The City of Northampton requests proposals from qualified consultants for the design of interior. Proposals must be submitted no later than 2:00 p.m., May 13, 2010, to the Central Services, 220 Main Street, Northampton, MA 01060, attention David Pomerantz. A maximum fee of \$ 25,000 has been set. Estimated construction cost and approximate construction budget is \$300,000. Proposal documents are available M-F, 9-4, at Central Services, (413) 587-1238 or on the City's website at <http://www.northamptonma.gov/procurement/> The City reserves the right to reject any or all proposals.

REQUEST FOR PROPOSALS JAMES HOUSE NORTHAMPTON, MASSACHUSETTS

General/Background/Existing Plans

The James House (142 Gothic Street), a historic building in downtown Northampton, formerly occupied by the Juvenile Court is being renovated into a community learning center. A portion of the building has already been renovated under Phase 1. The City seeks designer services for interior Phase 2 renovations. Dietz and Company Architects has prepared preliminary architectural design plans for Phase 2 renovations. These plans are code compliant and performance based to a design/build level. The designer will refine these plans sufficient for public bidding. Copies of the plans are attached for review and can be provided in PDF format. CAD drawings will be provided to the successful designer.

Lead and Asbestos assessments have been completed on the building. Copies of the assessments are attached and can be provided in PDF format. It is anticipated that no asbestos abatement is required for Phase 2 renovations. It is anticipated that a lead certified painting contractor will be required for certain components of the finish interior painting and for lead paint abatement on certain areas of the exterior building. All electrical work will be completed by City of Northampton staff. The HVAC work is already designed and will be completed by the City's HVAC technician. The City will provide a marked up copy of the preliminary plans showing the electrical and HVAC/mechanical plan for use by the designer in preparing final plans and for use by the construction contractor. Plumbing for Phase 2 will need to be designed, but only includes minor improvements for fixture replacement. Overall plumbing specifications for the building renovations are attached as a reference.

Funding for this project is provided by several grant sources including federal Community Development Block Grant (CDBG) and federal American Recovery and Reinvestment Act (ARRA). All construction contracts must comply with the federal requirements for American made products, reporting, and recordkeeping. The City will provide the required documentation for inclusion in bid documents.

A walk through is scheduled for Monday, May 3, 2010 at 11am.

Instructions to Proposers

1. The attached Application to Designer Selection Board Form must be submitted with your proposal.
2. Informational Proposals must be submitted by 2:00 p.m., May 13, 2010, in a sealed envelope marked "James House Interior Renovations Designer Services Proposal".

3. Proposals must be submitted to the Central Services Office, 220 Main Street, Northampton, Massachusetts 01060.
4. An award of this contract will be made within two weeks of the proposal opening date, but the City expects to expedite this decision as well as the execution of a contract. Proposals shall be evaluated by the Director of Central Services, the Director of Community & Economic Development, and the Chief Procurement Officer.
5. This is a Mass. General Law Chapter 149 bid project. The Designer will be responsible for meeting the requirements of Chapter 149 as well as all other codes and regulations.
6. The minimum qualifications for this contract are as follows. A project which satisfies both requirements may be used for both.
 - A. The Designer must have achieved substantial completion of construction on at least three Chapter 149 projects between within ten years prior to April 20, 2010. Involvement in the interior renovations of historic buildings is preferred but not required. The Designer must have provided design, bid administration and administration/supervision of the construction contract on these projects. Provide a contact name and telephone number for each project. List these projects as "Chapter 149 Projects" in your proposal.

For comparison purposes, under Item Six of the Application to Designer Selection Board form, list the above projects.

7. Provide three (3) copies of your proposal.

Scope of Services

1. Conduct the necessary field investigations to prepare final plans.
2. Prepare final construction drawings, and technical specifications for the project sufficient for public bidding.
3. Prepare bid documents which will be advertised by the City.
4. Evaluate all bids, check references and recommend to the City award of the contract to the lowest qualified bidder.
7. Attend a pre-construction conference.
8. Perform shop drawing review as necessary.
9. Provide construction administration/supervision, and perform sufficient inspections during the course of the construction period to ensure all contractor work conforms to the contract plans and specifications.
10. Prepare any documentation and present to the Massachusetts Architectural Access Board as required. For instance, a waiver is expected for the front hallway staircase to retain the historic character.

Anticipated Time Schedule

The City is under a tight timeframe for occupancy of the building. The target date for completion of Phase 2 construction is October 31, 2010. It is anticipated that preparation of the final design specifications will be completed within one month of executing a designer contract with one month for construction bidding and three months for construction.

CITY OF NORTHAMPTON

MASSACHUSETTS

CONTRACT NUMBER: _____

VENDOR NUMBER: _____

**CONTRACT FOR DESIGNER SERVICES
JAMES HOUSE INTERIOR RENOVATIONS**

**THIS AGREEMENT, executed this _____ day of _____
19____ by and between:**

hereinafter called "Designer" and the City of Northampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, hereinafter called "The City".

WITNESSETH, that for the consideration hereinafter mentioned, the City and the Designer shall agree to the terms and conditions contained in this contract, enumerated as follows: Contract Agreement, Contract Forms, General Conditions, Scope of Services.

THE CITY shall pay the Designer for the performance of this contract in the sum of;
dollars in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and a Majority vote of the Board, Agency, or Committee signing this contract. If the Designer is a Corporation the certification authorizing the person signing for the Designer must be attached to this contract or such signature is void.

Final payment on this contract shall release and discharge the City of Northampton from any and all claims against the City on account of any work performed hereunder, or any alteration hereto.

This contract shall so be governed by Chapter 149 as amended, of the General Laws of the Commonwealth of Massachusetts.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the City.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS - the General laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. OFFICE - Shall mean the Office, Department, Board or Commission that is responsible for the successful completion of this project. The Office for this project is the Central Services Department.
3. DIRECTOR - Shall mean the person that is responsible for the successful completion of this project. The Director for this project is David Pomerantz, Director of Central Services. All correspondence regarding this project should be addressed to David Pomerantz, Director of Central Services, 220 Main Street, Northampton, Massachusetts 01060.

4. PROJECT - The Project is the interior renovations to the James House, Northampton.
5. DESIGNER - the person or firm performing professional services under this agreement.
6. PRINCIPALS - the registered Architects or Engineers listed in ARTICLE 18.
7. APPROVAL OF THE DIRECTOR - a written communication from the City of Northampton to the Designer expressing the approval of services or plans prepared by the Designer which in no way relieves the Designer from responsibilities, the review notwithstanding.
8. NOTICE TO PROCEED - a written communication by the City, customarily a letter, which constitutes an essential condition of this contract, authorizing the Designer to perform the services for the project phase to which such Notice shall relate.

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Designer shall not employ consultants, sublet, assign or transfer any part of his services or obligations under this agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
2. The Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Structural Engineer, Electrical Engineer, Mechanical Engineer, Civil Engineer, Sanitary Engineer, Landscape Architects, Cost Estimators. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
3. When the Designer receives payment from the City, the Designer shall promptly make payment to each consultant whose work was included in the work for which such payment was received from the City. The City shall have the contractual right to investigate any breach of a consultant contract and to initiate or condone corrective measures necessary for the best interest of the City.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

1. The OFFICE shall furnish to the Designer available surveys of the project's building site, or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restriction, easements, boundaries and contours of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
2. The OFFICE does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Director. If the above data is not available or is in the opinion of the Designer insufficient, the Designer, upon request, will be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Director. Such work shall be included within the services covered by the basic fee.

ARTICLE 4: TIME AND RECORDS AND LAWS

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Designer and each consultant or subcontractor employed by the Designer. The

Commonwealth and City may at all reasonable times audit such records.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall provide sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this contract.
2. The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the OFFICE will not be necessary. Any changes, corrections, additions or deletions made by the OFFICE shall be incorporated into the Design of the Project unless detailed objections thereto are received from the Designer and approved by the OFFICE.
3. The Designer shall thoroughly acquaint his employees and consultants with the provisions of General Laws Chapter 30, Section 39M, which provides in part: "for each item of material the specifications shall provide for either a minimum of three named brands of material or description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials." Refer to the law and the OFFICE for procedure regarding proprietary items. The Designer shall also be responsible for satisfying the requirements of Chapter 149 with regard to bid specifications.
4. Neither the OFFICE review, approval or acceptance of, nor payment for, any of the services furnished shall be construed to operate as a waiver of any rights under the contract or any cause of action arising out of the performance of the contract.
5. DESIGN AND CONSTRUCTION

The Designer shall provide services per the Scope of Services.

The City expects that alternates will be included in the construction Request for Bids to avoid exceeding the available construction funding and will work with the designer to determine these alternates.

The Designer shall be familiar with "M.G.L. Ch. 30, S. 39K" which sets forth the procedure for payment to Contractors and shall submit to the OFFICE all requisitions for payment submitted by the General Contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms with the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the OFFICE dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. Timely payment of Contractors is required by General Laws, Chapter 30, Section 39K; therefore the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the OFFICE, and shall process requisition for payment within forty-eight hours of receipt.

ARTICLE 6: PROJECT SUPPORT PERSONNEL

Deleted

ARTICLE 7: RECORD DRAWINGS, REPORTS, CALCULATIONS

Before examining the requisition for final payment submitted to the OFFICE by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the work under the Construction Contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by Change Orders are shown on the Contractor's record drawings and on the applicable original reproducible and shall submit the OFFICE the complete set as revised, which reproducible shall become the property of the City. Final record drawings shall be submitted in CAD format and shall become the property of the City.

ARTICLE 8: DESIGNER'S BASIC FEE

For the performance of all services required in this contract the Designer shall be compensated by the OFFICE in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with the quotation furnished by the Designer.

If there is a material change in the scope of services provided in this contract, the Designer and the OFFICE will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the City plus a significant change in the estimated construction cost of the project will be considered a change in scope of services.

ARTICLE 9: EXTRA COMPENSATION

The Designer and his consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, as reasonably determined by the Director.

ARTICLE 10: REIMBURSEMENT

The Designer shall be reimbursed by the City:

- (1) For document copies in excess of numbers specified in the contract if requested by the OFFICE. The OFFICE shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized under this Article. The Office shall not reimburse the Designer for travel expenses.

The exemption number assigned to the OFFICE as an exempt purchaser under the Sales Act, C14 of the Acts of 1966 to the extent that materials and supplies are used or incorporated in the performance of this contract for the City of Northampton is 046-001-406.

ARTICLE 11: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

The Designer shall be responsible for all change orders without additional compensation beyond the basic fee.

ARTICLE 12: METHOD OF PAYMENT TO THE DESIGNER

The Designer will be compensated by the City for Article 5 services per the attached Payment Schedule.

ARTICLE 13: TERMINATION, NO AWARD

1. By written notice to the Designer, the Director may terminate this contract at any time. If any such

termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for uncompleted portions of the work, shall be paid to the Designer by the City. Such payment shall not exceed the fair value of the work, as the Director shall determine.

2. By written notice to the Director, the Designer may terminate this contract (1) if the City, within sixty (60) days following written notice to the Director from the Designer of any default by the City under the contract, shall have failed to remove such default. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the contract up to and including the date of termination shall be paid to the Designer by the City.

ARTICLE 14: RELEASE AND DISCHARGE

The acceptance by the Designer of the last payment for services shall in each instance, operate as and be a release to the City, the OFFICE, and every member and agent thereof, from all claim and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the OFFICE of any person relating to or affecting the work, except for those written claims submitted by the Designer to the OFFICE with the last payment requisition.

ARTICLE 15: NOTICES, APPROVALS, INVOICES

Any notice required under this contract to be given by the City to the Designer, or by the Designer to the City, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Director or the Designer.

Written approval by the Director for Article 9 Extra Compensation and Article 10 Reimbursement shall be in the form of a letter.

Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.

Invoices for services under Article 9 and 10 shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours each day, hourly rate and extended amount.

Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

Supporting back-up data shall be submitted in triplicate.

ARTICLE 16: INSURANCE

1. The Designer shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of this agreement in a minimum amount of \$100,000.
2. The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the OFFICE. Since this insurance is normally written on a year-to-year basis, the Designer shall notify the OFFICE should coverage become unavailable.
3. The Designer shall, before commencing performance of this contract, provide by insurance for the

payment of compensation and the furnishing of other benefits in accordance with General Laws, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.

4. The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the OFFICE.
5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OFFICE at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend and save harmless the City, the OFFICE and all of its or their officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the Designer in the performance of the work covered by this agreement and/or failure to comply with the terms and conditions of this agreement, whether by himself or his employees or subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this agreement.
6. Upon request of the Designer, the Director reserves the authority to modify any conditions of this Article.
7. Designers providing services only under Part 5 of Article 5 shall be exempt from the provisions of this Article unless the request for proposals provides to the contrary.

ARTICLE 17: LEGAL REQUIREMENTS

1. NONRESIDENT PROCESSING; SIGNATURES

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the OFFICE or its lawful Attorney to said Designer or nonresident co-partner at the address set forth in the contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall of the same legal force and validity as if served on said Designer or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

2. ACCESS TO CONTRACTOR'S RECORDS (EXECUTIVE ORDER #195)

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the contractor which pertain to the performance and requirements of this contract.

SCOPE OF SERVICES:

SIGNATURES

IN WITNESS WHEREOF the City caused these presents to be signed in quadruplicate (4) and approved by Mary Clare Higgins its Mayor and the said Designer has caused these presents to be signed in quadruplicate(4) and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

DESIGNER:

BY: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

CITY OF NORTHAMPTON by: FINANCE COMMITTEE Approval
Name of Agency

Approved as to appropriation: Budget Appropriation:

_____ Line Item:
City Auditor

Approved:

City Solicitor

Central Services Director

Community & Economic Development Director

Mayor Mary Clare Higgins

_____ (Clerk) (Corporate Seal)

Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the

_____ held on
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ under seal of the company, (Officer) shall be valid and binding upon this company,

A TRUE COPY,

ATTEST:
(Clerk)

PLACE OF BUSINESS

DATE OF THIS CONTRACT

I hereby certify that I am the clerk of the

_____ that

is the duly elected _____ of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk) (Corporate Seal)

Tax and Reporting Compliance Certification

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name
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by:
Corporate Officer
(if applicable)

Foreign Corporation Certification

AFFIDAVIT OF COMPLIANCE
Form AF-4A 1/78

EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

☐ MASSACHUSETTS BUSINESS CORPORATION

☐ NON-PROFIT CORPORATION

☐ FOREIGN (non-Massachusetts) Corporation

1. _____, _____ President _____ Clerk of

_____ whose principal office is
(Name of Corporation)

located

do hereby certify that the above named Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, Section 109 (Business Corporation), by Chapter 181, Section 4 (Foreign Corporation), or by Chapter 180, Section 26A (non-profit Corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ day of _____,
19__.

Signature of responsible Corporate Officer

PAYMENT SCHEDULE

Approval of Bid Documents.....60%

Bid Awarded..... 15%

Construction Supervision 15%

As Built Plans Delivered 10%